

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 28	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-07-C-0424		<b>3. Effective Date</b> 2007JUN26		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ATBC ELOIS WASHINGTON (586)574-8470 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 <b>e-mail address:</b> ELOIS.H.WASHINGTON@US.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451			<b>Code</b> S1403A	
			<b>SCD</b> C <b>PAS</b> NONE		<b>ADP</b> PT HQ0339		
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> OSHKOSH TRUCK CORP 2307 OREGON STREET P.O. BOX 2566 OSHKOSH, WI 54903-2566  TYPE BUSINESS: Large Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 45152				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)			<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 72040000071C1C03P654622252G S20113 W56HZV				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost-Plus-Fixed-Fee	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
		KIND OF CONTRACT: Research and Development Contracts					
<b>15G. Total Amount Of Contract</b>						\$4,606,934.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	28
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	15		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	16				
X	G	Contract Administration Data	17		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	18		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> PAMELA L. GROZDON PAMELA.L.GROZDON@US.ARMY.MIL (586)574-6524			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007JUN26	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006
(a) Contract Number W56HZV-07-C-0424 is awarded to Oshkosh Truck Corporation. The Government accepts your proposal dated 19 Jun 2007 in response to Solicitation Number: W56HZV-07-R-0448, signed by Peter D. Erickson, Contract Administrator of your company.			
(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.			
(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website ( <a href="https://contracting.tacom.army.mil/">https://contracting.tacom.army.mil/</a> ) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.			
(d) The Contractor's subcontracting Plan dated 20 June 2007 is incorporated into the contract by reference.			
(e) <u>Limited Rights for Tech Data</u>			
This contract will be for HEMTT A3 Technology effort. To the extent that the contract requires the delivery of technical data relating components or processes such technical data is provided with limited rights. The Government will have limited rights to the data needed for the development of HEMTT A3 technology. The proprietary items, components, or processes used for the development of the HEMTT A3 technology with the assertion of limited rights are listed as listed in attachment 0003.			
(f) <u>GFE/ Material &amp; Spare Parts</u>			
The contractor is authorized use the GFE as described in contract DAAE07-03-C-S089 for the performance of this contract. The GFE will be used under this contract as well as on contract DAAE07-03-C-S089. The list of GFE is attached in section J as Attachment 0004.			
In addition, the contractor is authorized to use material and spare parts that were procured under contract number DAAE07-03-C-S089 in performance of this contract.			

[End of Clause]

A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
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Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<p><u>HEMTT A3</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: HEMTTA3 PHASE II CONTRACT PRON: E17DC058J6 PRON AMD: 02 ACRN: AA AMS CD: 654622E4900</p> <p>The Contractor shall provide services and supplies IAW the Scope of work paragraphs C.1 thru C.17.2</p> <p>Estimated Cost \$4,112,426 Fixed Fee \$ 494,508 Total Cost &amp; Fee \$4,606,934</p> <p>Note: The Contractor may submit public vouchers monthly for payments under this contract.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 30-JUL-2008</p> <p>\$ 4,606,934.00</p>			\$ 4,606,934.00	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>ENGINEERING &amp; ILS SUPPORT HOURS - OPTION</u></p> <p>NOUN: ENG &amp; ILS SUPPORT - OPTION</p> <p>The unit price of <u>\$85.03</u> per hour(FY 07) is the cost for engineering support. The hours will be awarded up to 365 days after contract award.</p> <hr/> <p>The unit price of <u>\$84.04</u> per hour(FY 08) is the cost for engineering support. The hours will be awarded up to 365 days after contract award.</p> <hr/> <p>The unit price of <u>\$73.12</u> per hour(FY07) is the cost for ILS support. The hours will be awarded up to 365 days after contract award.</p> <hr/> <p>The unit price of <u>\$75.59</u> per hour(FY08) is the cost for ILS support. The hours will be awarded up to 365 days after contract award.</p> <hr/> <p>CLIN 0002AA shall be performed in accordance with paragraph C.15</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      50,000      30-JUL-2008</p>	50000			\$ <u>                    </u> ** NSP **

**Name of Offeror or Contractor:** OSHKOSH TRUCK CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECURITY CLASS: Unclassified				
0003AA	<u>DATA ITEM</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin			\$ <u>         ** NSP **</u>	\$ <u>                 ** NSP **</u>

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Scope of Work for HEMTT A3

- C.1. Objective. The objective of this effort is to continue the design and build an advanced HEMTT vehicle. The goal of the enhanced vehicle is to integrate new current technology and components into the HEMTT to improve mobility, increase reliability, reduce maintenance, provide diagnostic/prognostic capability, and reduce logistic footprint while meeting or exceeding current HEMTT performance requirements.
- C.2. The contractor shall submit monthly Cost/Schedule/Status reports in accordance with CDRL A001, DI-MGMT-81467 throughout the project.
- C.3. The contractor shall host quarterly Integrated Program Team (IPT) meetings, and shall prepare meeting minutes for each IPT meeting in contractor format in accordance with CDRL A002, DI-MGMT-81467. The meeting minutes shall be provided electronically to the Government within 10 working days of the meeting. The Government will review the minutes and provide concurrence/comments to the contractor, which the contractor shall incorporate and return to the Government as the final meeting minutes within 7 days after receipt of the Government comments.
- C.4. Ongoing operational sustainment of existing vehicles. The Contractor shall provide general maintenance and sustainment for all existing pre-production prototype vehicles on an ongoing basis to keep them in an operational condition. The Contractor shall procure repair parts and operational consumables (fuels, lubes, filters, etc.), as needed, to keep the vehicles operating during this period of contract performance. Any component or material upgrades beyond the existing Prototype (for Prototype #1 and Prototype #2) configuration or Evaluation Vehicle #1 (for EV#1) configuration will require Government approval and specific authorization prior to the procurement or fabrication of components or material for installation on the vehicle(s).
- C.5. Continued Design Activity and Configuration Enhancements. The Contractor shall continue non-recurring engineering activities to refine and enhance the core performance capabilities of the HEMTT A3 to ensure compliance with the HEMTT ATPD-2304. This activity shall address corrective action for any manufacturability deficiencies arising from the build and test of EV#1. This activity shall also include the development of corrective action design fixes for any functional, performance, reliability, maintainability, or safety deficiencies discovered as a result of the on-going test activity. This activity shall include the associated preparation of any new or modified component or system level drawings and the associated assembly documentation to accurately maintain the HEMTT A3 documentation and bills-of-material as the vehicle configuration matures.
- C.6. Control software development and optimization. The Contractor shall develop and maintain advanced vehicle and vehicle subsystem control software and algorithms for optimization of functionality and efficiency. These control systems include hybrid drive, exportable power, chassis, and load handling systems functions.
- C.7. Exportable Power Feature Qualification. The Contractor shall support performance testing and operational evaluation of the HEMTT M1120A3 exportable power capabilities. This includes the preparation of and participation in testing being coordinated by TARDEC in the mid-2007 timeframe at Aberdeen Test Center. The Contractor shall provide maintenance and technician support during testing and assist in documenting the export power quality and capabilities with respect to military and commercial grade power requirements.
- C.8. Electromagnetic Emissions and High Altitude Electromagnetic Pulse (EMI/HAEMP) Certification. The contractor shall perform the necessary research, design, and test activity required to minimize EMI/HAEMP emissions and susceptibility as defined by MIL-STD-461B. The design activity shall focus on the ATPD-2304 threshold requirement for full MIL-STD-461B compliance under a production scenario. Under this effort, the contractor shall also conduct the necessary component and vehicle level testing to assess and validate the overall vehicle systems compliance with MIL-STD-461B. At the completion of this effort, the contractor shall provide a report, in contractor format, that summarizes the further design activity, if any, and additional upgrades required to comply with MIL-STD-461B and opportunities for future growth to meet MIL-STD-461E requirements.
- C.9. Armored cab. The contractor shall continue any remaining design documentation and incorporate design enhancements to the composite A-kit cab, with B-kit armor resulting from the fabrication and initial installation of the cab onto the EV#1 vehicle. These enhancements, along with any others identified during shakedown testing shall be fully integrated into the overall vehicle configuration and bill of material. This effort will also include any time and costs associated with Government directed participation in Integrated Process Team (IPT) related to cab armor and crew protection.
- C.10. Support of fabrication and testing of additional composite cabs. The contractor shall continue to support concurrent Government efforts in development and fabrication of additional composite cab shells. Once additional upgrades and design enhancements following shakedown testing are incorporated into the composite cab configuration, at least one additional composite cab shell will be fabricated and provided to the contractor as GFE. The contractor shall fully trim one composite cab shell and procure the necessary B-kit armor package. The cab will then be made available to support and conduct accelerated shake durability testing and additional testing to verify compliance with specific FMVSS requirements.
- C.11. Analysis of Alternative (AoA) of light weight blast shield. The contractor shall prepare a report, in contractor format, that explores alternative materials and options to reduce the total weight of a crew protection solution for vehicle occupants. The report shall be submitted within 10 days of completion of the effort in accordance with CDRL A003 Technical Report Study Services. It will

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consider non-metallic, a combination of composite and metallic materials, and metallic structures to provide protection against a mutually agreed upon threat level which is expected to be the Long Term Armor Strategy (LTAS) requirements. The options considered will explore to the blast shield alone, and a combination of cab floor reinforcements and separate blast shield in an effort to minimize the total weight impact to the vehicle. The report shall contain analysis of tradeoffs of various options for accomplishing the objective as well as recommending a preferred solution. Additionally, the report shall identify the impact of changes to the existing HEMTT A3 configuration to incorporate a recommended solution.

C.12. Container Handling Unit (CHU) kit evaluation. The contractor shall conduct a functional evaluation of the HEMTT M1120A3 CHU kit to ensure it is compatible with all payloads specified in the Container Handling Unit purchase description - ATPD 2203. This shall consist of a structural durability test of the HEMTT M1120A3 Front Lift Adapter (FLA), the rear container supports/guides, and will confirm the interface of the legacy FLA with the HEMTT M1120A3 vehicle. This testing will also confirm the adequacy of new technologies, such as the wear surface of the rear container supports and will validate the design approach and confirm the maintenance and support strategy for the HEMTT M1120A3 CHU. The contractor shall provide a contractor format test plan prior to the start of testing for Government review. At the completion of testing, the contractor shall provide a test report, in contractor format, that describes the testing conducted, any issues identified, any recommendations for future design improvements, and any technologies that could be implemented on the legacy CHU kit to reduce cost, maintenance, or weight. The test plan and report shall be submitted within 10 days of completion of the effort in accordance with CDRL A003 Technical Report Study Services.

C.13. Support of performance testing/safety review at Aberdeen Test Center. The contractor shall support the functional/performance testing required to validate the safe operational limitations of the vehicle needed for a conditional safety release in preparation for a future soldier operational evaluation of the HEMTT A3. This includes any special preparation or instruction to conduct the required performance testing and support of an on-site safety walk-around review of the vehicle. The contractor shall provide the necessary maintenance and technician support required to conduct the required tests as well as any additional spare parts or special tools needed to service the vehicle.

C.14. System Safety. To assure the safety objectives are achieved, the contractor shall maintain a System Safety Program through the end of the contract performance period.

C.14.1. System design and operational procedures developed by the contractor shall be in accordance with MIL-STD-882C (intentional requirement to previous standard) and MIL-STD-1472. The contractor shall integrate system safety engineering into system design efforts that shall consider, but not be limited to, the following:

C.14.1.1. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.

C.14.1.2. Eliminating or reducing significant hazards by appropriate design or material selection.

C.14.1.3. Controlling or minimizing hazards to personnel that cannot be avoided or eliminated.

C.14.1.4. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electric shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel; shall be either enclosed or guarded. Protective devices shall not impair operational functions.

C.14.1.5. Assuring that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repair and distinct markings placed on hazardous components of equipment.

C.14.1.6. Insuring that safety is considered for both operational and maintenance phases of the system.

C.14.2. System Safety Program (SSP).

C.14.2.1. The contractor shall participate in support of the development of the Governments System Safety Management Plan (SSMP) and attend System Safety Working Group (SSWG) meetings convened by the Government. For planning and cost estimate purposes, these meetings shall be conducted by the Government at Aberdeen Proving Grounds (APG), Maryland.

C.14.3. Hazard Identification:

C.14.3.1. Hazard Identification Reports (HIR). The contractor shall provide a contractor format report which fully describes known Safety hazards not identified in the SAR, those already identified in the SAR that require a status change or additional investigation, and newly identified hazards which may require entry into the Hazard Tracking System (HTS) by the Government. The report shall be submitted within 10 days of completion of the effort in accordance with CDRL A003 Technical Report Study Services. The contractor shall provide the HIR to the government within 48 hours of hazard identification or status change. As a minimum, the following information and supporting documentation shall be provided by the contractor for each hazard:

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- C.14.3.1.1. Description of each hazard, to include cause, possible effect, hazard category
- C.14.3.1.2. Status of each hazard
- C.14.3.1.3. Proposed corrective action
- C.14.4. Safety Assessment Report (SAR)
  - C.14.4.1. The contractor shall prepare, maintain, and update a SAR that identifies all safety features and issues of the system design, hardware, software, and inherent operational and maintenance hazards. In addition, the SAR shall identify, justify, and establish special procedures and/or precautions to be observed by Government test agencies, contracted commercial test facilities, and military system users. The SAR shall be prepared in accordance with CDRL A003 Technical Report Study Services and DI-SAFT-80102A using MIL-STD-882C and be delivered within 30 days of Government request.
  - C.14.4.2. In the event the system is modified or procedural changes made after the SAR is submitted, the contractor shall update the SAR to reflect those modifications or changes for the duration of the contract.
- C.14.5. Radioactive Material. The use of radioactive material is specifically prohibited and shall not be utilized in the equipment supplied to the Government under this contract.
- C.14.6. Health Hazard Assessment Report (HHAR). The contractor shall prepare and deliver to the Government for PCO approval a HHAR. The HHAR shall be provided as an addendum to the SAR and be submitted within 10 days of completion of the effort in accordance with CDRL A003 Technical Report Study Services. The HHAR shall identify health hazards and make recommendations concerning engineering controls, equipment, and/or protective procedures, to eliminate or reduce the associated risks to a level acceptable to the Government. Issues to be addressed within the report shall include but not be limited to
  - C.14.6.1. Noise.
  - C.14.6.2. Toxic Gases.
    - C.14.6.2.1. Carbon Monoxide.
    - C.14.6.2.2. Ammonia.
    - C.14.6.2.3. Oxides of nitrogen and sulfur.
    - C.14.6.2.4. Acrolein.
  - C.14.6.3. Other toxic materials and gases
  - C.14.6.4. Toxic Chemicals.
  - C.14.6.5. Ionizing or non-ionizing radiation.
  - C.14.6.6. Heat and Cold. (to include heat stress)
  - C.14.6.7. Shock and vibration to crew members.
  - C.14.6.8. Chemicals identified in the Material Safety Data Sheets (MSDS)
- C.15. Engineering Support. The contractor shall provide a separately priced option for advanced engineering studies and services to provide up to 50,000 man-hours of services that can be exercised in whole or incrementally for additional studies directed by the PCO by the issuance of individual task orders and work directives. Integrated Logistics Support may also be included in the individual task orders and work directives. These studies may include but are not limited to engineering analysis of selected items/issues, review of alternatives, development of Specifications, weight reduction studies, and design of hardware and testing.
- C.16. FMECA Update.
  - C.16.1. The contractor shall host 2 additional reviews of the HEMTT A3 FMECA files. The first review will occur 30 days after award of this scope of work. The purpose of the first review will be to assess the FMECA product as it now stands.
  - C.16.2. The contractor shall host a second review no sooner than 120 days after completion of the first review. In the time frame between the first and second reviews, the contractor shall review test data and incorporate any failure information into the FMECA. The contractor shall also incorporate any and all mutually agreed upon changes or improvements to the FMECA identified in the 1st review. Thirty days after the completion of the 2nd review, the contractor shall deliver the updated FMECA to the government.



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C.17. Logistics Studies.

C.17.1. At the initial FMECA review the government and contractor shall mutually identify technologies new to Army truck logistics represented in the HEMTT A3 configuration. The contractor shall, based on an agreed upon priority list, assess the logistics impact of the five highest priority technologies. The contractor shall assess the technology impact on all the ten ILS elements (listed in AR 700-127). The contractor shall prepare and deliver a report for each technology providing assessment of impact, recommended changes and requirements for Maintenance planning, training, manpower and personnel, support equipment, technical data, TMDE, supply support, computer resources support, facilities and Packaging, handling, storage and transportation. The report shall be submitted within 10 days of completion of the effort in accordance with CDRL A003 Technical Report Study Services.

C.17.2. The contractor shall deliver Technology Impact on Logistics reports every 60 days until all mutually agreed upon reports are delivered. The first report shall be delivered 60 days after the conclusion of the 2nd FMECA review in accordance with CDRL A003 Technical Report Study Services.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

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- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
  - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html)

[End of Clause]

D-2	252.211-7006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)	MAY/2006
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

(1) Sand.

(2) Gravel.

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- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are

- (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

- (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)

- (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.

- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

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(C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV Construction and barrier materials.

(E) Class VI Personal demand items (non-military sales items).

(F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).

(G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

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(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

Name of Offeror or Contractor: OSHKOSH TRUCK CORP

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: Oshkosh Truck Corporation 45152  
(Name) (CAGE)

2307 Oregon Street Oshkosh WI 54903-2566  
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: Oshkosh Truck Corporation 45152  
(Name) (CAGE)

2307 Oregon Street Oshkosh WI 54903-2566  
(Address) (City) (State) (Zip)

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-29	F.O.B. ORIGIN	FEB/2006
F-3	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-4	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
  - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-3 PERIOD OF PERFORMANCE

The period of performance for this contract effort is from the date of award through 30 July 2008.

\*\*\* END OF NARRATIVE F0001 \*\*\*



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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG							JOB			
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION					ORDER	ACCOUNTING	OBLIGATED	
									NUMBER	STATION		AMOUNT
0001AA	E17DC058J6	AA	2	21	72040000071C1C03P654622252G	S20113			7DC058	W56HZV	\$	4,606,934.00
	654622E4900											

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING	OBLIGATED
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 72040000071C1C03P654622252G S20113	W56HZV	\$ 4,606,934.00
			TOTAL \$	4,606,934.00

<u>ACRN</u>	<u>EDI ACCOUNTING CLASSIFICATION</u>	<u>Title</u>	<u>Date</u>
AA	21 070820400000 S20113 71C1C03654622E4900252G	7DC058S20113 W56HZV	
	<u>Regulatory Cite</u>		
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-3	52.204-4011	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	OCT/2005
	(TACOM)	(DFAS)	

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-4	52.227-4004	RELEASE OF INFORMATION	OCT/2003
	(TACOM)		

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf) .

[End of clause]  
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-7	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-8	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-9	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	52.217-4000 (TACOM)	OPTION FOR INCREASED QUANTITY, (ALT I)	SEP/1978
<p>(a) The Government hereby reserves the right to exercise the option in CLIN 0002AA of each item listed herein by an additional number of units not to exceed 50,000 hours for engineering and ILS support. The unit price for such option quantity (engineering and ILS hours) shall be no higher than the original contract unit price of <u>\$85.03</u> per hour (FY07) and <u>\$84.04</u> per hour (FY08) for engineering; and <u>\$73.12</u> per hour (FY07) and <u>\$75.59</u> per hour (FY08) for ILS. This option may be exercised by the Government at any time, but in any event not later than 365 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations and the above stated time for exercise of the option.</p> <p>(b) Actual engineering and ILS support hours may be performed by the exercise of this option and shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.</p>			
H-14	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
<p>(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a></p> <p>(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)</p> <p>(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:</p> <p>Warren: <a href="http://contracting.tacom.army.mil/awd.htm">http://contracting.tacom.army.mil/awd.htm</a>  Rock Island: <a href="https://aais.ria.army.mil/AAIS/AWDINFO/index.htm">https://aais.ria.army.mil/AAIS/AWDINFO/index.htm</a>  Picatinny: <a href="http://procnet.pica.army.mil/dbi/DynCBD/award.cfm">http://procnet.pica.army.mil/dbi/DynCBD/award.cfm</a>  Red River Army Depot: <a href="http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm">http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm</a>  Anniston Army Depot: <a href="http://www.anadprocnet.army.mil/">http://www.anadprocnet.army.mil/</a></p> <p>(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.</p> <p>(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".</p> <p>(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <a href="http://www.acq.osd.mil/dpap/ebiz/VANs.htm">http://www.acq.osd.mil/dpap/ebiz/VANs.htm</a>. If your VAN is later removed from the official list, or if you voluntarily drop your</p>			

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-15	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
	(TACOM)		

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-18	52.216-8	FIXED FEE	MAR/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-31	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.227-3	PATENT INDEMNITY	APR/1984
I-34	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-35	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-36	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-20	LIMITATION OF COST	APR/1984
I-39	52.232-25	PROMPT PAYMENT	OCT/2003
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-41	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-45	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-46	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-49	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-50	52.244-2	SUBCONTRACTS	AUG/1998

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I-51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
I-53	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-56	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-57	52.249-14	EXCUSABLE DELAYS	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-60	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-67	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-68	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-69	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-70	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-71	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-72	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-73	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-74	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-75	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-76	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-77	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-79	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-80	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-81	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-82	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -1- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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(End of clause)

I-83      52.204-7      CENTRAL CONTRACTOR REGISTRATION      JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

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- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-84      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES      DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

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(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;



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(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-85      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-86      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-87      252.223-7001      HAZARD WARNING LABELS      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

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(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-88                      252.225-7015                      RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS                      JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-89                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-90                      52.219-4070                      PILOT MENTOR-PROTEGE PROGRAM                      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be

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eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	DATA ITEM DESCRIPTIONS		009	
Attachment 0002	CDRLS		002	
Attachment 0003	LIMITED RIGHTS IN TECHNICAL DATA	20-JUN-2007	015	
Attachment 0004	GFE		001	

Attachment 0004

GOVERNMENT FURNISHED EQUIPMENT

<u>ITEM</u>	<u>NSN</u>	<u>QTY</u>
Flatrack SN 633 and 644	3990-01-442-2751	2
M3 Flatrack, SN SC010502	3990-01-442-2751	1
Prototype Veh. (Phase 0)	VIN 85191	1
Prototype Veh. (PPT#1)	VIN 83192	1
Prototype Veh. (PPT#2)	VIN 88736	1
HEMTT A3 Composite Armored		1
HEMTT A3 Powerpack Assembly		1
Demonstration Axle Assembly		1
HEMTT A3 Aluminum Test Cab		1